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7590 09/20/2007 Paul D. Greeley, Esq.			EXAMINER	
Ohlandt, Greeley, Ruggiero & Perle, L.L.P.			RANKINS, WILLIAM E	
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Please find below and/or attached an Office communication concerning this application or proceeding.

The time period for reply, if any, is set in the attached communication.

	Application No.	Applicant(s)			
	10/645,060	DURO-EMANUEL ET AL.			
Office Action Summary	Examiner	Art Unit			
	William E. Rankins	3609			
The MAILING DATE of this communication app	ears on the cover sheet with the c	orrespondence address			
Period for Reply					
A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.  - Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.  - If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.  - Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).  Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).					
Status					
1) Responsive to communication(s) filed on 22 Au	ugust 2007.				
3) Since this application is in condition for allowar	Since this application is in condition for allowance except for formal matters, prosecution as to the merits is				
closed in accordance with the practice under Ex parte Quayle, 1935 C.D. 11, 453 O.G. 213.					
Disposition of Claims					
4)⊠ Claim(s) <u>1-34</u> is/are pending in the application.					
4a) Of the above claim(s) is/are withdrawn from consideration.					
5) Claim(s) is/are allowed.					
6)⊠ Claim(s) <u>1-34</u> is/are rejected.					
7) Claim(s) is/are objected to.					
8) Claim(s) are subject to restriction and/or	r election requirement.				
Application Papers					
9) The specification is objected to by the Examine	r.				
10) The drawing(s) filed on is/are: a) accepted or b) objected to by the Examiner.					
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).					
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).					
11) The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.					
Priority under 35 U.S.C. § 119					
12) Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f). a) All b) Some * c) None of:					
1. Certified copies of the priority documents have been received.					
2. Certified copies of the priority documents have been received in Application No					
3. Copies of the certified copies of the priority documents have been received in this National Stage					
application from the International Bureau (PCT Rule 17.2(a)).					
* See the attached detailed Office action for a list of the certified copies not received.					
Attachment(s)					
1) Notice of References Cited (PTO-892)  4) Interview Summary (PTO-413)  Paper No(s)/Mail Date					
3) Information Disclosure Statement(s) (PTO/SB/08)  5) Notice of Informal Patent Application					
Paper No(s)/Mail Date 6)					

## Detailed Action

1. A review of the claims and updated search necessitated the rejections below.

### Claim Rejections - 35 USC § 101

35 U.S.C. 101 reads as follows:

Whoever invents or discovers any new and useful process, machine, manufacture, or composition of matter, or any new and useful improvement thereof, may obtain a patent therefor, subject to the conditions and requirements of this title.

2. Claims 1-34 are rejected under 35 U.S.C. 101 because the claimed invention is directed toward non-statutory subject matter.

In the present case;

Claims 1-9 claim an arrangement, which is not a statutory category of invention.

Claims 10-28 claim a money market or term note which are essentially documents and therefore abstract ideas and Judicial Exceptions, which are therefore non-statutory.

Claims 1-28 claim a provision which is an abstract idea as it may simply be a requirement in a contract and is therefore a Judicial Exception and non-statutory.

The act of crediting is a practical application of a Judicial Exception, however, the claims are pre-emptive as they cover every substantial application of the provision.

Claims 29-34 claim abstract ideas however, the act of crediting provides a practical

application; nonetheless, the claims are preemptive and thus cover every substantial practical application. See MPEP 2106.

#### Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter, which the applicant regards as his invention.

3. Claims 10-14, 18-22 rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

In particular, the preamble of claims 10-14, 18-22 are not supported by the body in that the preamble claims a money market or term note but the body supports a method of payment of the principal of such notes.

4. Claims 1-34 are rejected under 35 U.S.C. 112, first paragraph, because the specification, while being enabling for providing alternative liquidity, does not reasonably provide enablement for every substantial practical application of crediting collections to principal of money market or term notes.. The specification does not enable any person skilled in the art to which it pertains, or with which it is most nearly connected, to make and use the invention commensurate in scope with these claims. Claims 1-34 preempt the practical application of a judicial exception. The

judicial exception being an abstract idea, e.g. a provision, a money market or term note. The practical application being the act of crediting. Crediting collections to the principal of either a money market or term note can be done for any number of reasons, which are not enumerated in the specification.

### Claim Rejections - 35 USC § 103

- 5. The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:
  - (a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negatived by the manner in which the invention was made.
- 6. Claim 1 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of "Reading the credit card fine print" (Getlen), Bankrate.com, 02/16/2003.

As per claim 1;

Corporate Finance discloses:

An arrangement for a money market note and a term note; a money market note and a bond are described (pg. 2, paragraph 1) where the money market fund is used as a repository for bond proceeds. According to the specification the term note is defined as a term asset-backed bond.

Corporate Finance does not disclose:

A provision for crediting (a) a collection to (b) principal of said money market

note, if said principal of said money market note is not fully credited, and a provision for crediting (a) said collection to (b) principal of said term note, if said principal of said money market note is fully credited.

However, Getlen discloses (Pg.2 and 3, Payment allocation):

A method of payment allocation to a credit card account where the lower interest portion is paid in full prior to allocating payments to the higher interest portion.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the methods of Corporate Finance with the payment allocation disclosed by Getlen.

One of ordinary skill in the art would be motivated to do so in order to provide assurance of paying the money market note on demand.

7. Claim 2 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of "Reading the credit card fine print" (Getlen), Bankrate.com, 02/16/2003, further in view of Albulescu (Structural and Collateral Considerations, securitization Conduit. Philadelphia: 2002)

As per claim 2;

Corporate Finance does not disclose:

...wherein said collection is for said principal of said term note.

However, Albulescu discloses (pg. 3, paragraph 2):

A sequential pay structure in a CDO where senior debt is paid down before junior debt using collateral principal payments.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the methods of Corporate Finance and Albulescu.

One of ordinary skill in the art would be motivated to do so in order to provide alternatives to traditional liquidity.

8. Claim 3 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of "Reading the credit card fine print" (Getlen), Bankrate.com, 02/16/2003, further in view of Moody's (The Fundamentals of Asset-Backed Commercial Paper, Feb. 2003).

As per claim 3;

Corporate Finance does not disclose:

...wherein said collection is held by a trust.

However, Moody's discloses (pg. 25, paragraph 5):

...a collateral agent or custodian to hold assets in trust for the benefit of the investors.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the method disclosed incorporate Finance with the method disclosed in Moody's.

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One of ordinary skill in the art would be motivated to do so in order to promote investor confidence.

9. Claim 4 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of "Reading the credit card fine print" (Getlen), Bankrate.com, 02/16/2003, further in view of PR Newswire (S&P Assigns Ratings to white Pine and \$20B Medium Term Note/CP Programs, New York: Feb 4, 2002) and further in view of Business Editors (Fitch INCA Rates Secured Money Market Notes Backed by CMBS, Business Wire. New York: Jul. 9, 1999).

As per claim 4;

Corporate Finance does not disclose:

...wherein said principal of said money market note and said principal of said term note are secured by an asset.

However, PR Newswire discloses (pg. 1 paragraph 5):

A term note as an asset-backed security.

Additionally, Business Editors discloses (Pg. 1, paragraph 3):

Money market notes are auction rate notes and are secured.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the method disclosed in Corporate Finance with the term note and money market notes as defined in PR Newswire and Business Editors.

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One of ordinary skill in the art would be motivated to do so in order to securitize the notes.

10. Claim 5 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of "Reading the credit card fine print" (Getlen), Bankrate.com, 02/16/2003, further in view of PR Newswire (S&P Assigns Ratings to white Pine and \$20B Medium Term Note/CP Programs, New York: Feb 4, 2002), further in view of Business Editors (Fitch INCA Rates Secured Money Market Notes Backed by CMBS, Business Wire. New York: Jul. 9, 1999), and further in view of Asiamoney (Securitization—asset quality is the ticket for entry, SG Australia. London: Jul/Aug 2000. Pg. 23).

As per claim 5;

Corporate Finance does not disclose:

...wherein said asset is an account receivable.

However, Asiamoney discloses (see "how to access term funding"):

Short term assets as accounts receivables.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the disclosures of Corporate Finance, and Asiamoney.

One of ordinary skill in the art would be motivated to do so in order to securitize the notes.

11. Claim 6,7 are rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of "Reading the credit card fine print" (Getlen), Bankrate.com, 02/16/2003, further in view of Moody's ("The Fundamentals of ABCP", Moody's Investment Services, Structured Finance, Special Report, Feb. 3, 2003).

As per claim 6;

Corporate Finance does not disclose:

...wherein said money market note is selected from the group consisting of commercial paper, extendible asset-backed commercial paper and an extendible asset-backed liquidity note.

However, Moody's discloses (pg. 53, paragraph 1):

Commercial paper, extendible commercial notes and extendible secured liquidity notes.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the methods of Corporate Finance with the disclosure in Moody's.

One of ordinary skill in the art would be motivated to do so in order to Increase liquidity. Application/Control Number: 10/645,060 Page 10

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As per claim 7;

Corporate Finance does not disclose:

...further comprising a provision for said term note to receive interest at an interest rate during a term period.

However, Moody's discloses (Pg. 54, paragraph 2):

MTN's are typically floating rate...and make regular interest payments while they are outstanding.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the methods of Corporate Finance with the disclosure of Moody's.

One of ordinary skill in the art would be motivated to do so in order to adhere to common practices at the time of this invention.

12. Claim 8 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of "Reading the credit card fine print" (Getlen), Bankrate.com, 02/16/2003, further in view of Moody's ("The Fundamentals of ABCP", Moody's Investment Services, Structured Finance, Special Report, Feb. 3, 2003), further in view of Carley ("people Express outlines new debt terms required to complete sale to Texas Air", William M. Carley, Wall St. Journal, New York: Sep. 19, 1986)

As per claim 8;

Corporate Finance does not disclose:

The arrangement of claim 7, further comprising a provision for extending said term period for an extended term period, if said principal of said term note is not fully credited by an expiration of said term period.

However, Carley discloses (Pg. 1, paragraph 5, Pg. 2, paragraph 2):

...where term notes may not be able to be fully repaid at maturity and will be extended.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the method of Corporate Finance with the method of Carley.

One of ordinary skill in the art would be motivated to do so in order to adhere to current practice in the ABCP market.

13. Claim 9 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of "Reading the credit card fine print" (Getlen), Bankrate.com, 02/16/2003, further in view of Moody's ("The Fundamentals of ABCP", Moody's Investment Services, Structured Finance, Special Report, Feb. 3, 2003), further in view of Carley ("people Express outlines new debt terms required to complete sale to Texas Air", William M. Carley, Wall St. Journal, New York: Sep. 19, 1986).

As per claim 9;

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Corporate Finance does not disclose:

The arrangement of claim 8, further comprising a provision for increasing said interest rate during said extended term period.

However, Moody's discloses (Pg. 53, paragraph 5):

...stepped-up pricing as compensation for extended repayment.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the method of Corporate Finance with the method of Moody's.

One of ordinary skill in the art would be motivated to do so in order to adhere to current practice in the ABCP market.

14. Claim 10 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of "Reading the credit card fine print" (Getlen), Bankrate.com, 02/16/2003.

As per claim 10;

Corporate Finance discloses:

...a money market note. A money market note and a bond are described (pg. 2, paragraph 1) where the money market fund is used as a repository for bond proceeds. According to the specification the term note is defined as a term asset-backed bond.

Corporate Finance does not disclose:

a provision for crediting (a) a collection to (b) principal of said money market note, if said principal of said money market note is not fully credited, and a provision for crediting (a) said collection to (b) principal of said term note, if said principal of said money market note is fully credited.

However, Getlen discloses (Pg.2 and 3, Payment allocation): A method of payment allocation to a credit card account where the lower interest portion is paid in full prior to allocating payments to the higher interest portion.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the methods of Corporate Finance with the payment allocation disclosed by Getlen.

One of ordinary skill in the art would be motivated to do so in order to provide assurance of paying the money market note on demand.

15. Claim 11 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of "Reading the credit card fine print" (Getlen), Bankrate.com, 02/16/2003, further in view of Albulescu (Structural and Collateral Considerations, securitization Conduit. Philadelphia: 2002)

As per claim 11;

Corporate Finance does not disclose:

...wherein said collection is for said principal of said term note.

However, Albulescu discloses (pg. 3, paragraph 2):

A sequential pay structure in a CDO where senior debt is paid down before junior debt using collateral principal payments.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the methods of Corporate Finance and Albulescu.

One of ordinary skill in the art would be motivated to do so in order to provide assurance of paying the money market note on demand.

16. Claim 12, 13 are rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of Albulescu (Structural and Collateral Considerations, securitization Conduit. Philadelphia: 2002).

As per claim 12;

Corporate Finance discloses:

...a money market note and a term note. A money market note and a bond are described (pg. 2, paragraph 1) where the money market fund is used as a repository for bond proceeds. According to the specification the term note is defined as a term asset-backed bond.

Corporate Finance does not disclose:

a provision for crediting (a) a collection for principal of a term note to (b) principal of said money market note, if said principal of said money market note is not fully

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credited.

However, Albulescu (pg. 3, paragraph 2):

A sequential pay structure in a CDO where senior debt is paid down before junior debt using collateral principal payments.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the methods of Corporate Finance and Albulescu.

One of ordinary skill in the art would be motivated to do so in order to provide assurance of paying the money market note on demand.

As per claim 13;

Corporate Finance discloses:

The money market note of claim 12.

Corporate Finance does not disclose:

...further comprising a provision for crediting (a) said collection to (b) said principal of said term note, if said principal of said money market note is fully credited.

However, Albulescu discloses (pg. 3, paragraph 2):

A sequential pay structure in a CDO where senior debt is paid down before junior debt using collateral principal payments.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the methods of Corporate Finance and Albulescu.

One of ordinary skill in the art would be motivated to do so in order to provide assurance of paying the money market note on demand.

17. Claim 14 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of Albulescu (Structural and Collateral Considerations, securitization Conduit. Philadelphia: 2002), further in view of Moody's (The Fundamentals of Asset-Backed Commercial Paper, Feb. 2003).

As per claim 14;

Corporate Finance discloses:

The money market note of claim 12.

Corporate Finance does not disclose:

...wherein said collection is held by a trust.

However, Moody's discloses (pg. 25, paragraph 5):

...a collateral agent or custodian to hold assets in trust for the benefit of the investors.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the method disclosed incorporate Finance with the method disclosed in Moody's.

One of ordinary skill in the art would be motivated to do so in order to promote investor confidence.

18. Claim 15 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of Albulescu (Structural and Collateral Considerations, securitization Conduit.

Philadelphia: 2002), further in view of Business Editors (Fitch INCA Rates Secured Money Market Notes Backed by CMBS, Business Wire. New York: Jul. 9, 1999).

As per claim 15;

Corporate Finance does not disclose:

...wherein said principal of said money market note is secured by an asset.

However, Business Editors discloses (Pg. 1, paragraph 3):

Money market notes are auction rate notes and are secured.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the method disclosed in Corporate Finance with the term note and money market notes as defined in PR Newswire and Business Editors.

One of ordinary skill in the art would be motivated to do so in order to securitize the notes.

19. Claim 16 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of Albulescu (Structural and Collateral Considerations, securitization Conduit.

Philadelphia: 2002), further in view of Business Editors (Fitch INCA Rates Secured Money Market Notes Backed by CMBS, Business Wire. New York: Jul. 9, 1999), and further in view of Asiamoney (Securitization—asset quality is the ticket for entry, SG Australia. London: Jul/Aug 2000).

As per claim 16;

Corporate Finance does not disclose:

...wherein said asset is an account receivable.

However, Asiamoney discloses (see "how to access term funding"):

Short term assets as accounts receivables.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the disclosures of Corporate Finance, and Asiamoney.

One of ordinary skill in the art would be motivated to do so in order to securitize the notes.

20. Claim 17 is rejected under 35 U.S.C. 103(a) as being unpatentable over "A timely solution to liquidity management", (Corporate Finance) London: Apr 2003 in view of Albulescu (Structural and Collateral Considerations, securitization Conduit. Philadelphia: 2002) further in view of Moody's ("The Fundamentals of ABCP", Moody's Investment Services, Structured Finance, Special Report, Feb. 3, 2003).

As per claim 17;

Corporate Finance does not disclose:

The money market note of claim 12, wherein said money market note is selected from the group consisting of commercial paper and extendible asset- backed commercial paper.

However, Moody's discloses (pg. 53, paragraph 1):

Commercial paper, extendible commercial notes and extendible secured liquidity notes.

Therefore, it would have been obvious to one of ordinary skill in the art at the time of this invention to combine the method of Corporate Finance with the method of Carley.

One of ordinary skill in the art would be motivated to do so in order to adhere to current practice in the ABCP market.

- 21. Claim 18 is rejected under a similar rationale as set forth above for claim 1.
- 22. Claim 19 is rejected under a similar rationale as set forth above for claim 2.
- 23. Claim 20 is rejected under a similar rationale as set forth above for claim 18 and 19.
- 24. Claim 21 is rejected under a similar rationale as set forth above for claim 18.

25. Claim 22 is rejected under a similar rationale as set forth above for claim 3.

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26. Claim 23 is rejected under a similar rationale as set forth above for claim 7.

27. Claim 24 is rejected under a similar rationale as set forth above for claim 8.

28. Claim 25 is rejected under a similar rationale as set forth above for claim 9

29. Claim 26 is rejected under a similar rationale as set forth above for claim 4

30. Claim 27 is rejected under a similar rationale as set forth above for claim 5.

31. Claim 28 is rejected under a similar rationale as set forth above for claim 6.

32. Claim 29 is rejected under a similar rationale as set forth above for claim 1.

33. Claim 30 is rejected under a similar rationale as set forth above for claim 2.

34. Claim 31 is rejected under a similar rationale as set forth above for claim 3.

35. Claim 32 is rejected under a similar rationale as set forth above for claim 12.

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36. Claim 33 is rejected under a similar rationale as set forth above for claim 13.

37. Claim 18 is rejected under a similar rationale as set forth above for claim 14.

#### **Conclusion**

Any inquiry concerning this communication or earlier communications from the examiner should be directed to William E. Rankins whose telephone number is 571-270-3465. The examiner can normally be reached on M-F 7:30 AM - 5:00 PM, off alt Fridays beg 6/15/07.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Thomas Dixon can be reached on 571-272-6803. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see http://pair-direct.uspto.gov. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

William E Rankins

Examiner Art Unit 3609

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